**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH.**

119 **RSA-1503-2022 (O&M).**
Date of Decision: 17.08.2022.

Harpal Singh ...Appellant.

Versus

Sarva Haryana Gramin Bank and another ....Respondents.

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CORAM: HON'BLE MR. JUSTICE HARKESH MANUJA

Present: Mr. Satbir Gill, Advocate for the appellant.

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<u>Harkesh Manuja, J. (Oral)</u>

The instant appeal has been filed impugning the judgments and decrees dated 12.09.2017 and 17.11.2021 passed by the Courts below whereby the suit for recovery filed by respondent No.1/ plaintiff-bank has been decreed.

The facts leading to the present appeal are that the appellant-defendant No.1 obtained a loan of Rs.2,00,000/- from respondent No.1/ plaintiff-bank, vide loan application dated 31.01.2008. The disbursement of the loan amount was made in favour of the appellant on 18.02.2008 and 25.02.2008. As per the loan agreement, the amount was to be repaid in 20 equal half yearly installments. In connection with the aforesaid loan transaction, the appellant-defendant No.1 executed balance security confirmation letters dated 01.09.2010, 15.11.2012 and 11.11.2013 and respondent No.2/ defendant No.2 stood his guarantor. Since the appellant did not repay the loan amount, a sum of Rs.3,56,259/- became due against him upto 31.07.2014. Accordingly, the suit for recovery was filed by respondent No.1/ plaintiff-bank against the appellant as well as proforma respondent No.2/ defendant No.2.

Though, appellant/defendant No.1 filed his written statement contesting the suit, however, he did not lead any evidence in support of his contentions. Since defendant No.2 (respondent No.2 herein) did not appear despite service, as such, he was proceeded against ex-parte, vide order dated 16.10.2014.

The trial Court vide its judgment and decree dated 12.09.2017, relying upon the document executed by the appellant in favour of respondent No.1/ plaintiff-bank, decreed the suit for recovery a sum of Rs.3,56,259/- alongwith interest @ 8% per annum from the date of filing of suit till its realization.

Aggrieved against the judgment and decree dated 12.09.2017, the appellant/ defendant No.1 filed his first appeal challenging the recovery ordered against him, whereas respondent No.1/ plaintiff-bank also challenged the same on the point of interest vide its separate appeal. Both the appeals were decided by the appellate Court vide a common judgment dated 17.11.2021, whereby the appeal filed by appellate/ defendant No.1 stood dismissed and the appeal filed by respondent No.1/ plaintiff-bank was partly accepted, with a slight modification regarding the interest part. The first Appellate Court directed appellant/defendant No.1 to pay interest @ 9.5% per annum with quarterly rest on the principal amount of Rs.3,56,259/- instead of interest @ 8% per annum as granted by the trial Court.

During the course of submissions, learned counsel for the appellant has contended that the appellant never signed any document, such as, loan agreement, guarantor agreement, document relating to the mortgage of the loan or any security confirmation letter etc. and, therefore, the suit could not have been decreed against him.

In the present case, respondent No.1/ plaintiff-bank has been able to produce and prove on record all the relevant documents pertaining to the loan transactions of appellant in the shape of application for loan, guarantor agreement, document pertaining to mortgage of loan as well as execution of balance and security confirmation letters. All these documents have been duly proved on record. On the other hand, appellant/defendant No.1 has not been able to controvert any of the aforesaid documents by leading any cogent evidence. So much so, even the appellant himself has not stepped into the witness box in order to support his plea raised in the written statement regarding denial of his signatures on the loan documents. Be that as it may, a perusal of para 13 of the judgment dated 17.11.2021 passed by learned Additional District Judge, Sirsa, reveals that the appellant tried to built an argument regarding misusing of blank papers by respondent No.1/ plaintiff-bank after obtaining signatures of the appellant/defendant No.1 over printed proforma/blank papers under the garb of completing certain formalities regarding loan. Once the appellant/defendant No.1 has raised the plea, of misuse of his signatures on the printed proformas, the burden was upon him to prove this plea which has never been done as appellant/ defendant No.1 himself never appeared as a witness. Moreso, learned counsel for the appellant has miserably failed to point out any error in the findings recorded by the Courts below.

In view of above, the concurrent finding recorded by the Courts below does not call for any interference, therefore, there being no merit in the instant appeal, the same stands dismissed.

(HARKESH MANUJA)
JUDGE

17.08.2022
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Whether speaking/ reasoned	:	Yes/ No
Whether Reportable	:	Yes/ No